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should never have come up for construction as to this point before. The question for decision was whether 30 days notice to quit was sufficient.

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**Probate—Conditional Will—Expressed Reason for Making Will—Construction of Document—Parol Evidence.**—The testator, while employed in India, executed a testamentary paper headed "My Will" which, after giving directions as to property, "if anything should happen to me while in India," concluded with a universal bequest to his wife of all property belonging to him at the time of his death. No executor was appointed by the paper. The testator left India two years after executing the paper, and died in England thirty-six years after executing the paper.

On two occasions, the latter of them being shortly previous to his death, the testator made declarations of adherence.

H. Durley Grazebrook, for the widow, who claimed probate with the will annexed, relied on *In the goods of Mayd* (1880), 50 Law J. Rep. P. 7; L. R. 6 P. Div. 17, and *In the goods of Stuart* (1888), 21 L. R. Ir. 105.

J. H. Murphy, for next-of-kin, contended that the will was conditional on death occurring in India, and therefore inoperative in the event which had happened. He cited *Parsons v. Lanoe* (1748), 1 Ves. sen. 189; *Roberts v. Roberts* (1862), 31 Law J. Rep. P. 46; 2 Sw. & Tr. 337, and other cases, and as to admissibility of the declarations *In the goods of Bryan* (1907), 76 Law J. Rep. P. 30; L. R. (1907) P. 125. Cur. adv. vult.

Jan. 31.—The President (Sir J. Bigham), after stating the facts, referred to a case which neither party had cited—*In the goods of Spratt* (1896), 66 Law J. Rep. P. 25; L. R. 97 P. 28—where all the authorities were carefully reviewed by Lord St. Helier. The rule might be exemplified thus: If a man wrote 'Should I die to-morrow my will is ——' his death must so occur to make it operative, whereas if he wrote 'Lest I die to-morrow' it would be operative whether he died on the morrow or not. This will, he thought, was divisible into two portions, and he regarded the concluding bequest as independent of the condition. If there were any doubt, he thought that on the authority of *In re goods of Bryan* (1907), 76 Law J. Rep. P. 30; L. R. (1907) P. 125, he was entitled to admit the declarations of adherence, which satisfied him that the testator intended a disposition whether he died in India or not. There would be a grant of administration with the will annexed.

Costs out of the estate.

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**Liability of Municipal Corporation for Injury to Prisoner.**—Plaintiff, in *Morgan v. City of Shelbyville*, 121 Southwestern Reporter, 617, after imbibing too freely of Kentucky Mountain Dew, or some